

NOTICE OF REPRIMAND
(By Consent)

Case No. 98-130-GA

Noel L. Lippman, P-16719, Almont, Michigan, by Attorney Discipline Board St. Clair County Hearing Panel.

- 1) Reprimand;
- 2) Effective December 1, 1998.

Respondent was retained by the complainant to file bankruptcy for one of his businesses. Respondent and his wife thereafter retained the complainant to complete a construction project on respondent's home. Respondent's wife paid \$30,000 to the complainant pursuant to the construction contract. Respondent thereafter became dissatisfied with the complainant's performance on the construction contract for his personal residence and considered the complainant to be in breach of contract. At about the same time, the complainant retained respondent to represent him individually, two of his businesses, and his wife in a cross-claim filed against them in Oakland County Circuit Court. Respondent represented the complainant at a hearing on his motion to set aside default. The default was set aside, conditioned on the payment of costs to the opposing party's attorney in the sum of \$450. The complainant wrote a check in the sum of \$450, from the bank account of a third business, to opposing counsel to satisfy the cost order. The third business was not a party in the Oakland County Circuit Court action, and was not represented by respondent in any matter. The following day, using the caption on the Oakland County Circuit Court matter, respondent issued a subpoena to obtain the bank records of the third business, for his personal investigation into the business practices of the complainant. The next day, respondent filed a complaint with the Michigan State Police against the complainant alleging a violation of the Builder's Trust Act.

Respondent entered a plea of no contest to allegations that he engaged in a conflict of interest by accepting and/or continuing the representation of the complainant once he became dissatisfied with the complainant's performance of the construction contract and/or considered the complainant to be in breach of contract, so that respondent's self interest and the interests of his wife were materially adverse to the interests of the complainant; and, he issued the subpoena concerning the third business' bank records without the authority, knowledge or consent of the complainant. The panel concluded that respondent's conduct violated MCR 9.104(1)-(4); and Michigan Rules of Professional Conduct 1.7(b); 1.16(a); and 8.4(a) and

(c).

The parties stipulated that respondent be reprimanded.
Costs were assessed in the amount of \$102.98.